

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5592085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GARFORD PTY LTD	01/04/2019
RECEIVING PARTY DATA	
Name:	GAROCK PTY LTD
Street Address:	62-66 PARAMOUNT DRIVE
City:	WANGARA
State/Country:	AUSTRALIA
Postal Code:	6065
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6984091
Patent Number:	7645096
Patent Number:	7648311
CORRESPONDENCE DATA	
Fax Number:	(203)865-0297
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	203-777-6628
Email:	docket@bachlap.com
Correspondent Name:	BACHMAN & LAPOINTE, PC
Address Line 1:	900 CHAPEL STREET
Address Line 2:	SUITE 1201
Address Line 4:	NEW HAVEN, CONNECTICUT 06510-2802
ATTORNEY DOCKET NUMBER:	GAROCK
NAME OF SUBMITTER:	GEORGE A. COURY
SIGNATURE:	/george a. coury/
DATE SIGNED:	06/26/2019
Total Attachments: 9	
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ASSIGNMENT OF
INTELLECTUAL PROPERTY

Garford Pty Ltd

To

Garock Pty Ltd

WRAYS

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GARFORD	Name	Garford Pty Ltd
	Current Address	66 Paramount Drive Wangara, Western Australia 6065
	Prior Address	Unit 3 24 Atwell Street Lansdale, Western Australia 6065
GAROCK	Name	Garock Pty Ltd
	Address	62-66 Paramount Drive Wangara, Western Australia 6065
Recitals	A	GARFORD is the owner of certain Intellectual Property.
	B	GAROCK has offered to purchase the Intellectual Property and GARFORD has agreed to assign the Intellectual Property to GAROCK.

It is agreed

1. DEFINITIONS and INTERPRETATION

1.1 Definitions

In this Deed:

- (1) **Deed** means this deed including any schedules or annexures to it.
- (2) **Effective Date** means the date this deed is signed.
- (3) **Intellectual Property Rights** means the rights comprised in any patent, copyright, design, trade mark, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, know how or confidential information throughout the world for the full period of any such rights and all renewals and extensions thereof.

- (4) **IP Assets** means:
 - (a) The Patent portfolio
 - (b) The Trade Mark port folio
- (5) **Patent Portfolio** means the Patents specified in the Schedule.
- (6) **Trade Mark Portfolio** means the Trade Marks specified in the Schedule.
- (7) **Parties** means GARFORD, GAROCK and **Party** means either of them.
- (8) **Territory** means the world.
- (9) **Schedule** means the schedule to this Deed.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
 - (i) that Statutory Provision as amended or re-enacted;
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision; and
 - (f) money is to Australian dollars, unless otherwise stated.
- (2) Including and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.

- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) If an act must be done on a specified day which is not a business day, it must be done instead on the next business day.

2. ASSIGNMENT

For the sum of One Dollar (AU\$1.00), receipt of which is hereby acknowledged by GARFORD, GARFORD assigns absolutely to GAROCK, encumbrance free:

- (1) all right, title, interest and benefit throughout the Territory in all Intellectual Property Rights in respect of the IP Assets; and
- (2) the right to take any action that GARFORD have or may have against any person to recover damages, accounts of profit or other relief for any infringement or misuse of any Intellectual Property Rights in respect of any of the IP Assets including any such infringement or misuse prior to the date of this agreement,

such assignment to take effect from the Effective Date.

3. ASSISTANCE

3.1 GARFORD must promptly do all things, as directed by GAROCK, necessary or desirable to:

- (1) ensure that the IP Assets are assigned to GAROCK;

with GAROCK to pay GARFORD's incurred reasonable costs and expenses.

4. FURTHER ACTION

GARFORD must, at the expense of GAROCK, do all acts and execute all documents necessary to transfer to GAROCK the title to the IP Assets.

5. COSTS

All fees, costs and expenses incurred by GARFORD in connection with enabling GAROCK to also be registered as owners of the IP Assets are to be borne and paid by GAROCK.

6. DELIVERY OF DOCUMENTS

GARFORD must deliver up to GAROCK on request all available certificates of title, papers, and items in relation to all the rights agreed to be assigned pursuant to clause 2.

7. VARIATION

This Deed may not be varied except in writing signed by all of the parties.

8. SEVERABILITY

8.1 If anything in this Deed is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.

8.2 If anything in this Deed is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this Deed in the jurisdiction where it is unenforceable, illegal or void.

9. WAIVER

9.1 Failure or delay by a Party in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy.

9.2 A single or partial exercise of a right, power or remedy by a Party does not preclude either its exercise in the future or the exercise of any other right, power or remedy by that Party.

10. GOVERNING LAW

10.1 The law of Western Australia governs this Deed.

10.2 The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Federal Court of Australia.

SCHEDULE

PATENTS

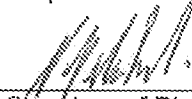
Official No.	Title	Status	Country
2007233555	A Yielding Rock Bolt	Registered	Australia
2003287765	A Yielding Rock Bolt	Registered	Australia
2002331421	A Yielding Rock Bolt	Registered	Australia
2,510,178	A Yielding Rock Bolt	Registered	Canada
50,837	A Method of Encasing A Yielding Rock Bolt Shaft	Registered	Chile
50,838	A Method Of Swaging	Registered	Chile
10-2008-7024445	A Yielding Rock Bolt	Registered	Republic of Korea
2004/01746	A Yielding Rock Bolt	Registered	South Africa
2005/05382	A Yielding Rock Bolt	Registered	South Africa
1434929	A Yielding Rock Bolt	Registered	Sweden
1583868	A Yielding Rock Bolt	Registered	Sweden
7,545,096	A Yielding Rock Bolt	Registered	United States of America
7,648,311	Improved Cable Bolt	Registered	United States of America
6,984,091	Yielding Rock Bolt	Registered	United States of America

TRADE MARKS

Official No.	Title	Status	Country	Class
625721	GARFORD	Registered	Australia	6
1075913	GARFORD BULB ANCHOR	Registered	Australia	6
1362978	GARFORD LONGA BULB	Registered	Australia	6
TMA470739	GARFORD	Registered	Canada	6

Executed as a Deed.

Executed on behalf of **Garford Pty Ltd** in accordance with s 127 of the Corporations Act 2001 by:

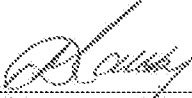


Signature of Director/Company Secretary

NEVILLE HEDRICK
Name of Director/Company Secretary
(BLOCK LETTERS)

1/4/2019
Date

Executed on behalf of **Garock Pty Ltd** in accordance with s 127 of the Corporations Act 2001 by:



Signature of Director/Company Secretary

Davis Murray
Name of Director/Company Secretary
(BLOCK LETTERS)

1-4-2019
Date

Schedule of Patents

Patent No.	Issue Date	Docket No.
6,984,091	January 10, 2006	04-193
7,645,096	January 12, 2010	05-441
7,648,311	January 19, 2010	N/A